

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Troxel Products, LLC		07/25/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1900 Fifth Avenue North		
Internal Address:	23rd Floor		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	Alabama Bank Corporation: ALABAMA		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	0042650	FLEXIBLE FLYER	
Registration Number:	0055077	FLEXIBLE FLYER	
Registration Number:	2567709	FLEXIBLE FLYER	
Registration Number:	2344458	FLEXIBLE FLYER	
Registration Number:	1008433	FLEXIBLE FLYER	
Registration Number:	1738359	FLEXIBLE FLYER	
Registration Number:	2643139	FLEXIBLE FLYER SINCE 1889	
Registration Number:	3052340	FLEXIBLE FLYER	
Registration Number:	1980232	BUMP-N-GLIDE	
Registration Number:	0876934	CHEYENNE	
Registration Number:	1536514	CLIP-CLOP	
Registration Number:	1382466	COMANCHE	
Registration Number:	1987654	CONTROL TOWER	

OP \$815.00 0042650

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TRADEMARK
 REEL: 003981 FRAME: 0901

Registration Number:	2610649	CORKSCREW
Registration Number:	1440542	COTTON CANDY
Registration Number:	2631380	CUDDLE BEAR
Registration Number:	1852494	DANIEL BOONE
Registration Number:	2688266	MAGIC MIST
Registration Number:	1472155	MISS LILAC
Registration Number:	1845759	MOUNTAINEER
Registration Number:	2173961	MY FIRST SWING SET
Registration Number:	0876441	RAWHIDE
Registration Number:	1764670	ROCKET RIDER
Registration Number:	2078160	SAFE-T
Registration Number:	1604839	SHADOW
Registration Number:	1974346	STAR CRUISER
Registration Number:	1442013	STAR MISS
Registration Number:	1428568	SUPER ARCH
Registration Number:	2411582	TEETER TWIRL
Registration Number:	2557329	WHIRLY TWIRL
Registration Number:	0876932	WHITE STAR
Registration Number:	1062348	WONDER

CORRESPONDENCE DATA

Fax Number: (205)244-5714

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 205-458-5284

Email: ivincent@burr.com

Correspondent Name: India E. Vincent, Esq.

Address Line 1: 420 North 20th Street

Address Line 2: Suite 3400

Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	17844-7
NAME OF SUBMITTER:	India E. Vincent, Esq.
Signature:	/india e vincent/
Date:	05/05/2009

Total Attachments: 22

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TRADEMARK
REEL: 003981 FRAME: 0902

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COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 25th day of July, 2008, between TROXEL PRODUCTS, LLC, a Delaware Limited Liability Company (the "Assignor") having an address of P.O. Box 276, Moscow, Tennessee 38057, and REGIONS BANK, An Alabama bank corporation, having an office at c/o Regions Business Capital, 1900 Fifth Avenue North, 23rd Floor, Birmingham, Alabama 35203 (the "Lender").

WITNESSETH:

WHEREAS, Assignor has requested that Lender make available certain credit facilities to it pursuant to a Loan and Security Agreement between Lender and Assignor and certain affiliates of Assignor dated July 25, 2008, (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement"); and

WHEREAS, Lender is willing to make said credit facilities available to Assignor, provided the Assignor executes and delivers to Lender this Copyright and Trademark Security Agreement as additional collateral for the Obligations (as defined in the Loan Agreement); and

WHEREAS, the Assignor desires to execute and deliver in favor of Lender this Copyright and Trademark Security Agreement for the purposes and on the terms hereinafter stated;

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of the Obligations, the Assignor hereby pledges, assigns and grants to Lender a continuing security interest in and lien upon all of the following property of the Assignor, whether now owned or existing or hereafter acquired (the "Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications of Assignor, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) all copyrights, copyrighted materials, copyright registrations, and copyright applications of Assignor, including, without limitation, the copyrights and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from

time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyrighted materials, copyright registrations, and copyright applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Copyrights");

(c) the goodwill of Assignor's business connected with and symbolized by the Trademarks; and

(d) all proceeds of the foregoing.

3. The Assignor represents and warrants that:

(a) Each of the Copyrights and Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign copyrights and trademarks), enforceable against Assignor and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Copyrights and Trademarks does or may violate the rights of any third person; and

(d) The Assignor has the unqualified right to enter into this Agreement and perform its terms.

4. The Assignor covenants and agrees that, (i) except as set forth in Schedule A and (ii) as to the FLEXIBLE FLYER marks applicable to the United States for subsections (a) through (f) below:

(a) To the best of its knowledge, each of the Copyrights and Trademarks is valid and enforceable;

(b) To the best of its knowledge, the Assignor is the sole and exclusive owner of the entire right, title and interest in and to each of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the license agreements with Paricon, Inc. and Asian Ventures, Inc., copies of which are attached as Exhibit A;

(c) The Assignor will preserve the integrity of the Copyrights by causing the same to be protected by appropriate notice or marking to give notice of the nature of the copyright protection afforded to them, all as required by federal and state law (including common law);

(d) The Assignor will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(e) The Assignor will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and

(f) The Assignor has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Copyrights and Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office from time to time as required by law.

5. The Assignor agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Assignor's duties under this Agreement.

6. If, before the Obligations have been satisfied in full, the Assignor shall obtain rights to any new copyright or trademarks, or become entitled to the benefit of any trademark or copyright application or trademark or copyright or any renewal of any Copyright or Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Assignor shall give to Lender prompt notice thereof in writing.

7. The Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future copyrights and trademarks and related applications within the definition of Copyrights or Trademarks under paragraph 2 or paragraph 6 hereof.

8. Upon and at any time after the occurrence of an Event of Default (as defined in the Loan Agreement), Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Tennessee. Without limiting the generality of the foregoing, Lender may immediately, without notice or demand, each of which Assignor hereby waives, collect directly any payments due the Assignor or Assignor in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. The Assignor hereby agrees that ten (10) days written notice to the Assignor of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Assignor, which right the Assignor hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Lender in its sole discretion may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. If any deficiency shall arise, the Assignor and each guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

9. The Assignor hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as the Assignor's true and lawful attorney-in-fact, with full power to do any or all of the following: to endorse the Assignor's name on all applications documents, papers and instruments necessary for Lender to use the Copyrights or Trademarks, or to grant or issue any exclusive or nonexclusive license under the Copyrights or Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

10. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lender shall execute and deliver to Assignor all releases and other instruments to terminate Lender's security interest in the Collateral.

11. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Assignor on demand by Lender and shall bear interest at the Default Rate prescribed in the Loan Agreement.

12. As to the FLEXIBLE FLYER marks applicable to the United States, the Assignor shall use its best efforts to detect any infringers of the Copyrights or Trademarks and shall notify Lender in writing of infringements detected. The Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any copyright or trademark application of the Copyrights or Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Copyrights or Trademarks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Copyrights and Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Copyrights and Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Assignor. The Assignor shall not abandon any right to file a copyright or trademark application, or any pending copyright or trademark application or trademark without the consent of Lender.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Copyrights or Trademarks and any license thereunder, in which event the Assignor shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 13. Nothing herein shall

be deemed to prohibit the Assignor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute such suit.

14. If the Assignor fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in the Assignor's name or in Lender's name, but at the Lender's expense, and the Assignor agrees to reimburse Lender in full for all expenses, including attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Copyrights and Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between the Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Copyrights or Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. Notice of acceptance hereof is hereby waived by the Assignor.

21. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE.

22. THE ASSIGNOR AND LENDER EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COPYRIGHTS OR THE TRADEMARKS.

23. The Assignor may assign its rights and obligations hereunder to its parent company, The Troxel Company, which by its signature below agrees to be bound by all the terms of this Agreement in the event of such assignment.

WITNESS the execution hereof under seal as of the day and year first above written.

ASSIGNOR

TROXEL PRODUCTS, LLC

By: Bruce Miller
Its: Secretary

Witnesses:

Ray W. Welford Jr.
Ellen R. Hayes

THE TROXEL COMPANY

By: Bruce Miller
Its: Secretary

Witnesses:

Ray W. Welford Jr.
Ellen R. Hayes

Accepted in Birmingham, Alabama

REGIONS BANK
("Lender")

By: Carole Strong
Its: Senior Vice President

STATE OF TENNESSEE)

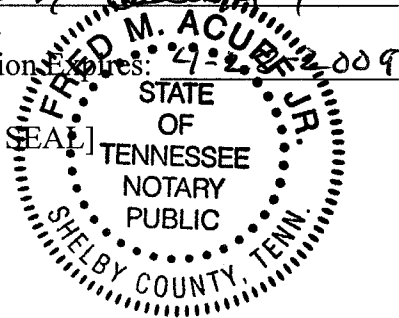
COUNTY OF SHELBY)

BEFORE ME, the undersigned authority, on this day personally appeared BRUCE MILLER, whose name as Secretary of Troxel Products, LLC, a Delaware LLC, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. in the capacity therein stated, and as the act and deed of said corporation

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 25th day of July, 2008.

Fred M. Acute
Notary Public
My Commission Expires: 4-28-2009

[NOTARIAL SEAL]



My Commission Expires APR. 28, 2009

STATE OF TENNESSEE)

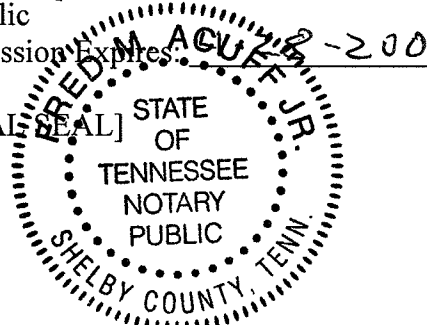
COUNTY OF SHELBY)

BEFORE ME, the undersigned authority, on this day personally appeared BRUCE MILLER, whose name as Secretary of The Troxel Company, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. in the capacity therein stated, and as the act and deed of said corporation

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 25th day of July, 2008.

Fred M. Acute
Notary Public
My Commission Expires: 4-28-2009

[NOTARIAL SEAL]



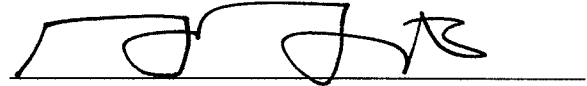
My Commission Expires APR. 28, 2009

STATE OF Alabama)

COUNTY OF Jefferson)

BEFORE ME, the undersigned authority, on this day personally appeared Carole Strong, whose name as Senior Vice President of Regions Bank, to me known to be the person whose name is subscribed to the foregoing instrument in said capacity and on behalf of said entity, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. in the capacity therein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 25th day of July, 2008.



Notary Public

My Commission Expires: 2/2/09

[NOTARIAL SEAL]

SCHEDULE A

LIST OF TRADEMARKS AND COPYRIGHTS

See the following 13 pages.

ACTIVE TRADEMARKS REGISTRATIONS

Mark	Goods	Country	Reg. No.	Reg. Date	Next Action Date & Action Needed
Flexible Flyer	Int'l class 28, Sleds	USA	42,650	May 17, 1904	May 17, 2014 -Renewal due
Flexible Flyer (Stylized)	International Class 028, Sleds	USA	55,077	Aug. 7, 1906	Aug 7, 2006 - Renewal Due
Flexible Flyer	Int'l. class 012, Bicycles and tricycles and parts thereof	USA	2,567,709	May 7, 2002	May 7, 2008 8&15 renewal due
Flexible Flyer	Int'l. class 028 children's toys and playthings, namely, sliding apparatus for recreational use, namely, sleds, toboggans, sleighs, saucers and inflatable tubes; playground equipment and sport activity centers, namely, playhouses, sandboxes, infant swing sets comprised of swings, climbing rails; riding toys of various configurations, namely, rocking horses on metal frames; wagons and shovels; inflatable tubes for use in water	USA	2,344,458	Apr. 25, 2000	Apr. 25, 2010 - Renewal due
Flexible Flyer & Arrow Design	Int'l. Class 028 SLEDS, TOBOGGANS, SLEIGHS AND OTHER DEVICES FOR SLIDING ON SNOW, ICE OR SUBSTITUTES THEREFOR.	USA	1,008,433	Apr. 8, 1975	Apr. 8, 2015 - Renewal due
Flexible Flyer & Design	Int'l. Class 020 children's play furniture; namely, modular desks and shelving units, stacking dresser drawer units, table and chair sets, lap desks, rocking chairs, activity desk and chair sets, contour chairs, pedestal tables, pedestal chairs and play picnic tables	USA	1,738,359	Dec. 8, 1992	Dec. 8, 2012 - Renewal due

DONE

DONE

SCHEDULE 3

ACTIVE TRADEMARK REGISTRATIONS

Mark	Goods	Country	Reg. No.	Reg. Date	Next Action Date & Action Needed
Flexible Flyer/Since 1889/Flexible Flyer & Design	Int'l. Class: 012 Bicycles and tricycles and parts thereof	USA	2643139	Oct. 29, 2002	Oct. 29, 2008 - 8&15 renewal due
Flexible Flyer & Eagle Design	Int'l. Class 028 Children's toy and playthings, namely, sliding apparatus for recreational use, namely, sleds, toboggans, sleighs, saucers and inflatable tubes; playground equipment and sport activity centers, namely, playhouses, sandboxes, infant swing sets comprised of swings, slides, ladders, exercise rings, knotted climbing ropes, airglides and climbing rails; riding toys of various configurations, namely, rocking horses on metal frames, wagons and shovels; inflatable tubes for use in water	USA	3052340	Jan. 31, 2006	Jan. 31, 2012 - 8&15 renewal due
Flexible Flyer	Sleds	Canada	TMDA001 0664	March 21, 1906	March 21, 2016 - Renewal Due
Bump N Glide	Int'l. Class 028 children's play gyms and swing sets	USA	1,980,232	June 11, 1996	December 11, 2006 - Renewal Due (in grace period)
Cheyenne	International Class 028 TOY SPRING HORSES	USA	876,934	Aug. 22, 1969	Aug. 22, 2009 - Renewal due
Clip Clop	International Class: 028	USA	1,536,514	Nov. 16, 1994	Nov. 16, 2014 -

ACTIVE TRADEMARK REGISTRATIONS

Mark	Goods	Country	Reg. No.	Reg. Date	Next Action Date & Action Needed
	TOY SPRING RIDE-ON HORSES				Renewal due
Comanche	International Class: 028 SPRING HORSES AND ACCESSORIES	USA	1,382,466	Feb. 11, 1986	Aug. 11, 2006 - Renewal Due (in grace period)
Control Tower	International Class: 028 swing and play gym kits consisting primarily of swings, slides, trapezes, rings and ladders	USA	1,987,654	July 16, 1996	July 16, 2006 - Renewal Due
Corkscrew	International Class: 028 Children's Play Gym and Swing Sets and Parts Therefor	USA	2,610,649	Aug. 20, 2002	Aug. 20, 2008 - 8&15 renewal due
Cotton Candy	International Class: 012 BICYCLES AND TRICYCLES	USA	1,440,542	May 26, 1987	May 26, 2007
Cuddle Bear Baby Swing	International Class: 028 Children's Swings	USA	2,631,380	Oct. 8, 2002	Oct. 8, 2008 - 8&15 renewal due
Daniel Boone	International Class: 028 wood gym kits comprising swings, chain covers, trapezes, rings, climbing ropes, ladders, slides; braces, brackets, fasteners and assembly instructions therefor	USA	1,852,494	Sept. 6, 1994	Sept. 6, 2014 - Renewal due
Magic Mist Paint System	International Class: 028 paint-coated play gyms and swing sets	USA	2,688,266	Feb. 18, 2003	Feb. 18, 2009 - 8&15 renewal due
Miss Lilac	International Class: 012 CHILDREN'S BICYCLES	USA	1,472,155	Jan. 12, 1988	Jan. 12, 2008 - Renewal due
Mountaineer	International Class: 028 children's wood play towers and gym sets and kits therefor	USA	1,845,759	July 19, 1994	July 19, 2014 - Renewal due

ACTIVE TRADEMARKS REGISTRATIONS

Mark	Goods	Country	Reg. No.	Reg. Date	Next Action Date & Action Needed
My First Swing Set	International Class: 028 home playground equipment, namely, children's swing and slide sets	USA	2,173,961	July 14, 1998	July 14, 2008 - Renewal due
Rawhide	International Class 028 TOY SPRING HORSES	USA	876,441	Aug. 29, 1969	Aug 29, 2009 - Renewal due
Rocket Rider	International Class: 028 children's swings and swing sets	USA	1,764,670	Apr. 13, 1993	Apr. 13, 2013 - Renewal due
Safe-T	International Class: 028 brackets and suspension chains for the assembly of out-door play equipment	USA	2,078,160	July 8, 1997	July 8, 2007 - Renewal Due
Shadow	International Class: 028 CHILDREN'S RIDE-ON BOUNCING HORSE TOYS	USA	1,604,839	July 3, 1990	July 3, 2010 - Renewal due
Star Cruiser	International Class: 028 children's play gyms and swing sets	USA	1,974,346	May 14, 1996	May 14, 2016 - Renewal
Star Miss	International Class: 012 BICYCLES AND TRICYCLES	USA	1,442,013	June 9, 1987	June 9, 2007 - Renewal Due
Super Arch	International Class 28 CORNER FITTINGS SOLD AS COMPONENT PARTS OF CHILDRENS PLAY GYMS	USA	1,428,568	Feb. 10, 1987	Feb. 10, 2007 - Renewal Due
Teeter Twirl	International Class 28 Children's Ride-On Toys	USA	2,411,582	Dec. 5, 2000	Dec. 5, 2006 - 8&15 Renewal Due
Whirly Twirl	International Class: 028 Spinner-type Ride-on toys for use in conjunction with children's play gyms and swing sets	USA	2,557,329	Apr. 2, 2002	Apr. 2, 2008 - 8&15 renewal due

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RENEWED

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ACTIVE TRADEMARK REGISTRATIONS

Mark	Goods	Country	Reg. No.	Reg. Date	Next Action Date & Action Needed
White Star	International Class 028 TOY SPRING HORSES	USA	876,932	Sept. 16, 1969	Sept. 16, 2009 - Renewal due
Wonder	International Class: 028 TOY VEHICLES	USA	1,062,348	Mar. 29, 1977	March 29, 2007 - Renewal Due
Amusement Center	Swing and play gym kits consisting primarily of swings, slides, trapezes, rings and ladders.	Canada	487,856	Jan. 20, 1998	Jan. 20, 2013 - Renewal Due
Bump N Glide	Children's play structures and swing sets and parts therefor.	Canada	460,548	July 26, 1996	July 26, 2011 - Renewal Due
Cuddle Bear	Children's swings.	Canada	592,127	Oct. 10, 2003	Oct. 18, 2018 - Renewal Due
Glide Guard	Bracket covers for children's play gyms.	Canada	486,650	Dec. 9, 1997	March 4, 2007 - Renewal Due
Kiddy Cabby	Tricycles.	Canada	421,917	Jan. 7, 1994	Jan. 7, 2009 - Renewal due
Magic Mist	Weather resistant paint-coated play gyms and swing sets.	Canada	590,378	Sept. 22, 2003	Sept. 24, 2018 - Renewal Due
Race N Ride	Children's slides.	Canada	539,569	Jan. 12, 2001	Jan. 12, 2016 - Renewal Due
Rocket Rider	Children's swings and swing sets.	Canada	437,639	Dec. 30, 1994	Dec. 30, 2009 - Renewal Due
Safe-T	Children's swings and swing sets	Canada	774,826	Apr. 26, 1996	Apr. 26, 2011 - Renewal Due
Sky Surfer	Children's swings and swing sets.	Canada	413,444	June 11, 1993	June 11, 2008 - Renewal Due
Spectracoat	Weather resistant paint-coated play gyms and swing sets.	Canada	590,682	Sept. 24, 2003	Sept. 24, 2018 - Renewal Due

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ACTIVE TRADEMARK REGISTRATIONS

Mark	Goods	Country	Reg. No.	Reg. Date	Next Action Date & Action Needed
Star Cruiser	Children's play structures and swings sets and parts therefor.	Canada	460,547	July 26, 1996	July 26, 2011 - Renewal Due
Glide-Guard	Bracket covers for children's play gyms	Great Britain	2,041,804		December 6, 2006 - Renewal due (in grace period)
Flexible Flyer		Benelux	476004	Jan. 8, 1990	Jan. 8, 2010 - Renewal Due
Flexible Flyer	Class 20, Class 28 (Nice classification)(see 1 below)	Denmark	VR6491/19 92	July 24, 2012	July 24, 2012 - Renewal Due
Flexible Flyer &	Class 20, Class 28 (Nice classification - see below)	Denmark	VR11106	Dec. 4, 1992	Dec. 4, 2012 - Renewal Due

1 Nice Classification 16: Paper goods, namely accounting forms, albums, address labels, appointment books, badges, bags, banners, boards, book covers, booklets, books, boxes, bussiness cards, calendars, cards, cases, containers, coupon books, corrugates paper, directories, file cards, illustration boards, labels, magazines, magazine supplements, manuals for use of products, newsletters, newspapers, packaging pads, pamphlets, photographs, printed awards, printed emblems, prints, reference books, score cards, score charts, signs, stationary, teaching materials, telephone directories, templates, tickets, trading cards, wrapping or packaging and writing pads; papers and tablets.

Nice Classification 20: Children's furniture, namely modular desks and shelving units, stacking dresser drawer units, table and chair sets, lap desks, rocking chairs, activity desk and chair sets, contour chairs, pedestal tables, pedestal chairs and picnic tables.

Nice Classification 28: Children's toys and playthings, namely sliding apparatus for recreational use, sleds, toboggans, sleights, saucers and inflatable tubes, playground equipment and sport activity centres, namely playhouses, sandboxes, infant swing sets comprised of swings, slides, ladders, exercise rings, knotted climbing ropes, air glides and climbing rails, riding toys of various configurations, namely rocking horses on metal frames and rocking motorcycles on metal frames, wagons and shovels, inflatable water tubes for use in water; children's play furniture namely modular desks and shelving units, stacking dresser drawer units, table and chair sets, lap desks, rocking chairs, activity desk and chair sets, contour chairs, pedestal tables, pedestal chairs and play picnic tables.

ACTIVE TRADEMARKS REGISTRATIONS

Mark	Goods	Country	Reg. No.	Reg. Date	Next Action Date & Action Needed
Design			1992		
Flexible Flyer	Classes 16, 20, 28 (Nice Classification)	European Community	1263722	Feb. 6, 2001	Aug. 2, 2009 - Renewal due
Flexible Flyer & Design	Classes 16, 20, 28 (Nice Classification)	European Community	1263813	May 8, 2001	Aug. 2, 2009 - Renewal due
Flexible Flyer		Germany	1171376	Jan. 25, 1991	Aug. 28, 2009 - Renewal Due
Flexible Flyer	Class 28 Modular desks and shelving units; stacking dresser drawer units; table and chair sets; lap desks; rocking chairs; activity desk and chair sets; contour chairs; pedestal tables; pedestal chairs; all being children's play furniture included in Class 28; rocking toys of various configurations; play picnic table; sports activity centers; sandboxes; infant swing seats; riding toys of various configurations; rocking horses mounted on metal frames; rocking motorcycles mounted on metal frames; frames; wagons; shovels; sliding apparatus for use in snow, sleds, toboggans, sleighs, saucers and inflatable tubes; inflatable tubes; all being children's toys included in Class 28.	Ireland	153757	Dec. 6, 1994	Feb. 27, 2009 - Renewal due
Flexible Flyer & Design	Class 28 Modular desks and shelving units; stacking dresser drawer units; table and chair sets; lap desks; rocking chairs; activity desk and chair sets; contour chairs; pedestal tables; pedestal chairs; all being children's play furniture included in Class 28; rocking toys of various configurations; play picnic table; sports activity centers; sandboxes; infant swing	Ireland	153758	Feb. 28, 1992	Feb. 27, 2009 - Renewal due

ACTIVE TRADEMARKS REGISTRATIONS

Mark	Goods	Country	Reg. No.	Reg. Date	Next Action Date & Action Needed
	seats; riding toys of various configurations; rocking horses mounted on metal frames; rocking motorcycles mounted on metal frames; wagons; shovels; sliding apparatus for use in snow, sleds, toboggans, sleighs, saucers and inflatable tubes; inflatable tubes; all being children's toys included in Class 28.				
Flexible Flyer	Toys and sporting goods	Italy	562,226	Feb. 27, 1992	Aug. 24, 2009 - Renewal Due
Flexible Flyer & Design	Toys and Sporting goods	Italy	562,225	Feb. 27, 1992	Aug. 24, 2009 - Renewal Due
Flexible Flyer		Mexico	702180	Apr. 16, 2001	July 15, 2014 - Renewal Due
Flexible Flyer	Class 28	Spain	1516037	May 5, 1992	Aug. 9, 2009 - Renewal due

INTENT TO KEEP ACTIVE
 FLEXIBLE FLYER MARKS
 & TEETER TUMPLE MARK

TRADEMARK ASSIGNMENT

For good and valuable consideration including, but not limited to, the sum of Ten (\$10.00) Dollars U.S. currency in hand paid, the receipt and sufficiency of which is acknowledged, THE TROXEL COMPANY (the "Assignor"), a corporation of Delaware, hereby does assign, convey, and transfer to TROXEL PRODUCTS, LLC (the "Assignee"), a limited liability company of Delaware, its successors, assigns and legal representatives, the entire right, title and interest of Assignor in the United States and throughout the world in and to the marks listed in the attached Exhibit A in all forms thereof in which the same are or have been used and/or registered including, but not limited to, block letter form and all logos, designs, letter fonts, and other forms (collectively the "Marks") and the U.S. and foreign Registrations of the Marks listed in Exhibit A, together with all rights of action belonging to Assignor for infringement thereof, all rights in and to the Marks under the common law belonging to Assignor, all rights in and to any and all applications for registration of the Marks in this or any other country, all rights therein under any treaties or conventions anywhere in the world, and all of the goodwill and business reputation belonging to Assignor associated with the Marks.

Assignor further covenants with Assignee, its successors, assigns and legal representatives and represents and warrants that no assignment, grant, mortgage, or pledge affecting the rights and properties herein conveyed has been made by Assignor to any person or entity other than Assignee, and that the full right to assign, transfer, and convey the same as herein expressed is possessed by Assignor. Assignor also pledges and agrees to do all acts and execute all other documents reasonably requested by Assignee in order to insure, confirm, or establish that Assignee owns all of Assignor's right, title, and interest in and to the Marks and that any and all other interests and rights appurtenant thereto owned by Assignor including, but not limited to, all such rights and interests referred to herein are owned and possessed by Assignee.

SCHEDULE 3
ADDENDUM

ASSIGNOR:

THE TROXEL COMPANY

By: Ron J. Runko

Its: President/CSO

Date: 3/15/06

STATE OF Tennessee

COUNTY OF Fayette

Before me, a notary public of the state and county mentioned, personally appeared Bobby Rowlett with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of THE TROXEL COMPANY, the within named party, a corporation, and that he as such, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Moscow, Tennessee
this 15th day of March, 2006.

Sue Allen

Notary Public

My Commission Expires: July 26, 2006

Accepted by ASSIGNEE:

TROXEL PRODUCTS, LLC

By: Bruce Miller

Its: Secretary

Date: 3/15/06

STATE OF Tennessee

COUNTY OF Fayette

Before me, a notary public of the state and county mentioned, personally appeared Bruce Miller with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Secretary of TROXEL PRODUCTS, LLC, the within named party, a corporation, and that he as such, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

WITNESS my hand and seal, at office in Moscow, Tennessee
this 15th day of March, 2006.

Sue Allen

Notary Public

My Commission Expires: July 26, 2006

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TRADEMARK

REEL: 003981 FRAME: 0922

Exhibit A				
Mark	Country	Appl. No.	Reg. No.	Appln./ Reg. Date
Flexible Flyer	USA	November 14. 2005	42,650	May 17. 1904
Flexible Flyer	USA		2,567,709	May 7. 2002
Flexible Flyer	USA		2,344.458	Apr. 25. 2000
Flexible Flyer & Arrow Design	USA		1,008,433	Apr. 8. 1975
Flexible Flyer & Design	USA		1,738.359	Dec. 8, 1992
Flexible Flyer & Eagle Design	USA	76/599,446		June 25. 2004
Flexible Flyer (Stylized)	USA		55,077	Aug. 7. 1906
Flexible Flyer Creating Fun Since 1889 & Eagle Design	USA			Unfiled
Flexible Flyer	Canada		TMDA0010664	March 21, 1906
Bump N Glide	USA		1,980.232	June 11, 1996
Cheyenne	USA		876,934	Aug. 22. 1969
Clip Clop	USA		1,536,514	Nov. 16, 1994
Clippety Clop	USA		1,338,176	May 28, 1985
Comanche	USA		1,382,466	Feb. 11, 1986
Control Tower	USA		1,987,654	July 16, 1996
Corkscrew	USA		2,610.649	Aug. 20, 2002
Cotton Candy	USA		1,440,542	May 26, 1987
Country Clubhouse	USA		1,905,087	July 11, 1995
Cuddle Bear Baby Swing	USA		2,631,380	Oct. 8, 2002
Daniel Boone	USA		1,852,494	Sept. 6. 1994
Lumberjack				
Magic Mist Paint System	USA		2,688.266	Feb. 18, 2003
Miss Lilac	USA		1,472.155	Jan. 12. 1988
Mountaineer	USA		1,845,759	July 19, 1994

TRADEMARK

REEL: 003981 FRAME: 0923

Mark	Country	Appl. No.	Reg. No.	Appln./ Reg. Date
My First Swing Set	USA		2,173,961	July 14, 1998
Rawhide	USA		876,441	Aug. 29, 1969
Rocket Rider	USA		1,764,670	Apr. 13, 1993
Safe-T	USA		2,078,160	July 8, 1997
Shadow	USA		1,604,839	July 3, 1990
Star Cruiser	USA		1,974,346	May 14, 1996
Star Miss	USA		1,442,013	June 9, 1987
Super Arch	USA		1,428,568	Feb. 10, 1987
Teeter Twirl	USA		2,411,582	Dec. 5, 2000
The Wonder Pony	USA		606,674	June 20, 1995
Walk-R-Ride	USA		1,021,750	Sept. 30, 1975
Whirly Twirl	USA		2,557,329	Apr. 2, 2002
White Star	USA		876,932	Sept. 16, 1969
Wonder	USA		1,062,348	Mar. 29, 1977
Zoom-N-Slide	USA		2,338,585	Apr. 4, 2000
Amusement Center	Canada		487,856	Jan. 20, 1998
Bump N Glide	Canada		460,548	July 26, 1996
Cuddle Bear Baby Swing	Canada		592,127	Oct. 10, 2003
Glide Guard	Canada		486,650	Dec. 9, 1997
Kiddy Cabby	Canada		421,917	Jan. 7, 1994
Magic Mist Paint System	Canada		590,378	Sept. 22, 2003
Miami Miss	Canada		359,569	Aug. 18, 1989
Race N Ride Slide	Canada		539,569	Jan. 12, 2001
Rocket Rider	Canada		437,639	Dec. 30, 1994
Safe-T	Canada		774,826	Apr. 26, 1996
Sky Surfer	Canada		413,444	June 11, 1993
Spectraccoat Paint System	Canada		590,682	Sept. 24, 2003

TRADEMARK

REEL: 003981 FRAME: 0924

Mark	Country	Appl. No.	Reg. No.	Appln./ Reg. Date
Star Cruiser	Canada		460.547	July 26. 1996
Galloping Fury				
Kiddie	USA		787,086	March 23, 1965
Race 'N Ride				
Scootrike	USA		2.255.188	June 22. 1999
Flexible Flyer	Benelux		476004	Jan. 8, 1990
Flexible Flyer	Denmark		VR6491/1992	July 24, 2012
Flexible Flyer & Design	Denmark		VR11106 1992	Dec. 4, 1992
Flexible Flyer	European Community		1263722	Feb. 6. 2001
Flexible Flyer & Design	European Community		1263813	May 8. 2001
Flexible Flyer	Germany		1171376	Jan. 25. 1991
Flexible Flyer	Ireland		153757	Dec. 6. 1994
Flexible Flyer & Design	Ireland		153758	Feb. 28, 1992
Flexible Flyer	Italy		562226	Feb. 27. 1992
Flexible Flyer & Design	Italy		562225	Feb. 27, 1992
Flexible Flyer	Mexico		702180	Apr. 16. 2001
Flexible Flyer	Spain		1516037	May 5. 1992
Flexible Flyer/Since 1889/Flexible Flyer & Design	USA		2643139	Oct. 29, 2002

TRADEMARK